

Document No. 2752  
Adopted at Meeting of 4/4/74  
CONTRACT TO INSURE CITIZEN PARTICIPATION

BY AND BETWEEN  
BOSTON REDEVELOPMENT AUTHORITY  
AND  
FENWAY PROJECT AREA COMMITTEE

A G R E E M E N T

This Agreement, made this       day of       , 1974 by and between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate organized and existing pursuant to the provisions of Chapter 121B of the General Laws of the Commonwealth of Massachusetts, hereinafter called the "Authority", and the FENWAY PROJECT AREA COMMITTEE, a body politic, hereinafter called FenPAC.

WITNESSETH THAT:

WHEREAS, the Authority has entered into a contract for land and capital grant with the Federal Government under Title I of the Housing Act of 1949, as amended, which contract provides for financial assistance to the FENWAY URBAN RENEWAL AREA PROJECT NO. MASS. R-115 identified on the map attached hereto and made part hereof as Exhibit A, and hereinafter referred to as the "Project Area"; and

WHEREAS, the Urban Renewal Plan for the FENWAY URBAN RENEWAL AREA has been duly reviewed and approved in compliance with state, local, and Federal laws; and

WHEREAS, it is desirable to encourage the existence of true communities and to give the citizens of those communities a role in the planning and development of the Project Area; and

WHEREAS, the Boston City Council issued a resolution dated October 30, 1972 recommending the establishment of a FenPAC; and

*Noted as amended*



WHEREAS, the City of Boston, on October 9, 1973, conducted an election under the auspices of the Election Department for the election of an official Project Area Committee in the Fenway; and

WHEREAS, thirteen members have been duly elected or appointed to the Project Area Committee; and

WHEREAS, the Authority and FenPAC are desirous of establishing terms upon which FenPAC shall receive funds, services, office space, and other assistance from the Authority in order that the Authority and FenPAC can carry out their responsibilities:

NOW, THEREFORE, in mutual consideration of the covenants herein contained, the parties agree as follows:

1. SCOPE OF SERVICES

FenPAC, in keeping with the objectives of the United States Department of Housing and Urban Development for project area committees, shall perform the following services:

A. FenPAC shall participate in all stages of planning and in the decisions regarding the timing and location of all activities within its jurisdiction in the urban renewal area. Pursuant to this, it shall hold meetings, undertake research, study, deliberate, and formulate decisions upon appropriate matters within its jurisdiction.

B. FenPAC shall be responsible for carrying on a program of public information about the Project Area among residents of the community and for soliciting the intentions, opinions, and desires of Fenway residents with regard to the Project Area and for communicating these views and positions

to the Authority. To further this policy, FenPAC agrees as follows:

1. to hold open meetings in accordance with its by-laws, to formally invite representatives of other community groups that are affected by the Project to attend its meetings; to operate an office as an information center, and from time to time as needed to hold well-publicized community-wide public hearings.
2. to edit and be responsible for the regular distribution to the community of a newsletter comprising not less than four pages, of which not more than 25% shall be edited, prepared and credited to the Authority;
3. to maintain a complete set of minutes of its meetings and to make records available to the public and the Authority upon request;
4. to communicate regularly with the Authority in order that the Authority may accurately assess its relationship with the Fenway community and respond to the needs expressed;

C. FenPAC shall have the right to participate in the development and implementation of relocation plans for Fenway residents displaced by Project activities.



## II. BUDGET FOR SERVICES

A. The expense of maintaining a small professional staff and providing other assistance to the FenPAC and to establish more open, full lines of communication to the community shall be an expense of the Fenway Urban Renewal Project. The budget for such service shall not exceed the amount as shown in paragraph III.

## III. AMOUNT, TIME AND MANNER OF PAYMENT

A. The Authority shall reimburse FenPAC up to a maximum of \$105,000 or no more than \$35,000 per year for hiring staff and providing the services hereunder during the three-year period beginning April 1974 and ending April 1977 in the manner and under the terms and conditions as set forth in this Agreement and as outlined in Exhibit B attached hereto.

B. On the execution date of this Agreement, or in no event later than ten (10) days from such date, the Authority shall issue to FenPAC a check in the amount of \$5,000.

C. On or before the last day of each month, FenPAC shall furnish the Authority with a monthly certified financial statement which shall be prepared as to accurately reflect its receipts, credits, disbursements, and incurred expenses. The first such statement shall be due on or before 30 May 1974. On or before the tenth day of the following month, the Authority shall reimburse FenPAC for its proper expenditures during the preceding month as reflected in the statement submitted to the Authority on the last day of the preceding month. Each statement shall include an itemized listing of the various other out-of-pocket expenses reimbursable hereunder. Such abstract shall be certified by an officer of FenPAC.



D. It is understood and agreed that any funds remaining unused at the time of the expiration of this contract held either by FenPAC or the Authority, will revert automatically to the Authority.

#### IV. SERVICES

The Authority shall provide the following services to FenPAC:

A. Office Space - The Authority hereby grants to FenPAC the use of office space in the Fenway Site Office, Boston, Massachusetts, during normal working hours of the Authority. Such space shall be of sufficient size to accommodate two staff personnel and at least one FenPAC member, and shall continue during the term hereof. In addition, the Authority hereby agrees to lease space to FenPAC for \$1.00 per year net, in any suitable building in the Fenway available for such occupancy. Such space shall be of sufficient size to accommodate three staff personnel and at least one FenPAC member, and to accommodate regular meetings of the thirteen FenPAC members and shall be easily accessible to the public. The terms of the lease shall be dependent upon the development schedule. It is understood and agreed that neither FenPAC nor any personnel engaged under this Agreement are employees, agents, or servants of the Authority.

B. Copying and Duplicating Services - The Authority shall provide to FenPAC such copying and duplicating services as FenPAC may request as necessary or desirable to conduct its business, and in an amount deemed to be reasonable by the Authority. Without limiting the generality of the foregoing, such services shall include the duplication of the minutes of FenPAC in at least sixteen (16) sets; the production of a sufficient number of copies of all documents or materials needed for discussion at the meetings of FenPAC; and the production of reasonable numbers of copies



of reports and studies conducted by FenPAC. The Authority shall submit monthly statements to FenPAC itemizing the number of copies of duplications requested by FenPAC and performed by the Authority and the Authority's direct costs for such services. Said costs shall be deducted from the annual budget as provided for in Section III above.

C. Furniture and Equipment - The Authority shall supply FenPAC with the following:

- Two secretarial desks and chairs
- Two four (4) drawer, legal size filing cabinets
- Twenty side chairs
- One large conference table
- Miscellaneous storage units, including one plan file
- Two typewriters, including one electric typewriter
- One mimeograph machine
- One adding machine, if available

Title to such furniture and equipment, however, shall remain in the Authority or other agency supplying such furniture or equipment. The right to possession of such furniture and equipment shall be in FenPAC during the term of this Agreement.

D. Professional Advice - The Authority shall provide its professional advice in such fields as legal advice, accounting, engineering, architecture, planning, and other fields in which the Authority's personnel are qualified as may be reasonably requested in writing by FenPAC.

#### V. COMMUNICATION OF INFORMATION

Sufficient and timely information shall be made available to FenPAC by the Authority to enable FenPAC to participate knowledgeably in the decision-making process for the Project Area and to adequately carry out its responsibilities under this Agreement.



A. The Authority shall transmit to FenPAC timely reports in writing including appropriate maps and diagrams sufficient to keep FenPAC fully informed as to the status of planning and implementation of the Urban Renewal Plan as a whole and to each individual parcel within the Project Area.

B. The Authority shall provide FenPAC, or any agent thereof duly authorized in writing by FenPAC, open and free access to all planning data, studies, surveys, reports, contracts, plans, proposals, specifications, applications, financial data, or other such material relating to the Fenway Project which is available to the Authority. It shall be the responsibility of the Authority to locate and assemble such data and to provide reasonable numbers of copies of those materials requested by FenPAC.

C. The Authority shall inform the FenPAC in writing upon the commencement of planning a proposal for the development of any disposition parcel or of preparing any change in the Plan including any application for refunding.

D. The Authority shall provide FenPAC immediately upon receipt or dispatch by the Project Director a copy of each report, proposal, memorandum or other document sent to or received from HUD regarding the Fenway Project.

E. The Authority shall notify FenPAC of the tentative selection of any new developer not less than 15 days prior to the date set for designation by the Board of said developer and such notification shall include a copy of all the specifications of the development plans that have been submitted or are available to the Authority for the parcel in question. Any additional specifications shall be submitted to the FenPAC immediately upon receipt by the Authority.



F. . The Authority shall notify FenPAC of any proposed change in the Urban Renewal Plan not less than 21 days prior to the submission of such proposed change to the Board.

G. The Authority shall submit to the FenPAC any memo, change order, or other item related to the Project not less than 15 days prior to submission to the Board and notify the FenPAC of the Board action on any such item by the end of business of the following day.

H. The Authority shall notify FenPAC of any proposed change in zoning or use of any land or building that the Authority proposes not less than 21 days prior to submission of such change proposal to the Board.

I. The Authority shall notify FenPAC of any proposed change in zoning or use of any land or building by a property owner or other applicant immediately upon receipt of such application for change by the Authority.

J. The Authority shall notify FenPAC not less than 15 days prior to the submission to the Board of a request for an advertisement for bids for capital improvements to public facilities, open spaces, or streets. Such notification to FenPAC shall include specifications and plans for the work to be undertaken.

K. FenPAC shall have the right to make periodic inspections of work in progress on any structure or project and make a final inspection on such structure or project and may submit a recommendation to the Director and the Board of the Authority prior to issuance of a Certificate of Completion.

#### VI. MUTUAL COOPERATION IN PLANNING AND IMPLEMENTATION OF PROJECT GOALS

A. The Authority and FenPAC mutually agree that FenPAC shall actively participate in all stages of the planning of and in the decisions regarding timing and location of all activities within the Authority's jurisdiction in the Fenway Project Area, and to continuously review the implementation of such plans and decisions. Pursuant to this agreement and insofar as the Authority has jurisdiction within the Fenway Urban Renewal



Area to act or advise, FenPAC shall within the same jurisdiction have the right to review, to initiate new proposals or proposals for change and to forward to the Director and to the Board of the Authority its approval or disapproval of:

1. any plan or element of a plan including designation of land use and any proposal for change thereof;
2. any proposed zoning classification of any building, parcel or area of land or any proposed change in any existing zoning regulation;
3. any budget or budget item which is designed to implement any part of the plans;
4. any planned use or change of use of any open space or public facility including streets or any budget item for the capital improvement of such open space or public facility;
5. any proposal, including all related or pertinent material such as but not necessarily limited to applications, memoranda, or studies, submitted to the Authority by a potential sponsor or developer of any disposition parcel or other parcel in the Project Area;
6. any plan or schedule for demolition of any structure providing however that no action of FenPAC shall interfere with demolition in any instance where:
  - a. the Building or Fire Commissioner has issued an order requiring that such structure be demolished for public safety; the order for demolition has



E X H I B I T    B

Annual Budget

A. Personnel

The following are authorized for employment under this Agreement by FenPAC to receive total compensation not to exceed the amounts indicated below:

Two full-time personnel  
including fringe benefits \$ 22,000.00

Consultants, part-time office  
help and insurance 5,000.00

Subtotal \$ 27,000.00

B. Other Expenses

Maintenance of office \$ 1,500.00

Office Supplies 900.00

Newsletter 2,400.00

Copy Services 1,200.00

Postage 1,000.00

Telephone 600.00

Petty Cash, Rent 400.00

Heat & Electricity

(when FenPAC office is within BRA-owned  
structure, this will be supplied by BRA)

Subtotal \$ 8,000.00

TOTAL BUDGET    \$ 35,000.00

This budget will be reviewed by FenPAC after the first quarter and revised as necessary.

It is understood that the Board of the Authority may authorize FenPAC to expend amounts exceeding any of the above budget line items under Section B provided FenPAC has obtained prior approval of the Board of the Authority respecting such line item transfer. In no event, however, will the maximum reimbursable under Section B above exceed the sum of \$8,000.00.



been issued pursuant to a contract or proposal previously approved by FenPAC. In any event, the BRA will inform FenPAC within twenty-four hours of the time of placarding such structure and prior to approving the contractor to do the demolition of such structure.

B. If FenPAC disapproves any of the items outlined in Section VI A. above, in whole or in part, FenPAC shall notify the Board of the Authority and the Director in writing within the time period set forth in Section V above for such item, and the Director agrees to withdraw his recommendation to the Board of the Authority until the next scheduled Authority meeting following the Authority meeting for which the specific item was originally scheduled.

During the withholding period, all reasonable efforts shall be made by FenPAC and the Director to reach agreement on such item. If agreement has not been reached by the next scheduled Authority meeting, the withholding period shall be extended upon written request of FenPAC to the Board of the Authority for 14 additional days provided said written request is submitted to the Board of the Authority prior to said meeting. If agreement has not been reached at the end of the stipulated waiting period, the Director will submit his recommendation to the Board of the Authority and FenPAC shall have the right to state its position to the Authority.

#### VII GRIEVANCE

The Authority agrees to consider any complaints submitted to the Authority by FenPAC in writing regarding the Authority personnel assigned to the project.



VIII JURISDICTION

A. Insofar as the Authority has jurisdiction within the Fenway Urban Renewal Area to act or advise, FenPAC shall act and advise within the same jurisdiction providing however that the terms and provisions of this agreement shall not abrogate nor conflict with the responsibilities of the Authority as established by State and Federal law.

IX POWER TO INCORPORATE

A. FenPAC shall have the power to incorporate under the law of Massachusetts in order to receive contracts from the Authority pertaining to delegating certain activities pursuant to the Urban Renewal Plan; FenPAC may subcontract those delegations subject to approval by the Board of the Authority provided such delegations of functions are not prohibited by law or regulations promulgated by HUD or the Authority.

X AMENDMENT

A. This agreement may be amended by mutual consent of the Authority and FenPAC.

IN WITNESS WHEREOF, on the day first above written, the parties have caused this Agreement in five counterparts to be duly executed by officers duly authorized.

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

\_\_\_\_\_

BY \_\_\_\_\_

ATTEST:

FENWAY PROJECT AREA COMMITTEE

\_\_\_\_\_

BY \_\_\_\_\_

APPROVED AS TO FORM:

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JOHN C. CONLEY  
GENERAL COUNSEL FOR  
BOSTON REDEVELOPMENT AUTHORITY